

United States Department of the Interior  
Bureau of Land Management

## ASSISTANCE AGREEMENT

NOTE: By signing this document, the recipient accepts this agreement and agrees to perform in accordance with all the enclosed terms, conditions, and documents attached hereto.

PAGE 1 OF 15 PAGES

1. AGREEMENT NO.  
HAA032F00

2. TASK ORDER NO.

3. TYPE OF AGREEMENT (Check one)  
☐ GRANT  
☒ COOPERATIVE AGREEMENT

4. NAME, ADDRESS AND PHONE NO. OF ASSISTANCE OFFICER

Sherry A. Marshall  
Bureau of Land Management  
P.O. Box 2965  
Portland, OR 97208  
503-808-6217

5. NAME, ADDRESS AND PHONE NO. OF RECIPIENT

Oregon Building Congress  
9450 SW Commerce Circle, Suite 260  
Wilsonville, OR 97070  
Attn: Richard D. O'Connor, Executive Director  
503-685-8313

6. NAME, ADDRESS AND PHONE NO. OF ASSISTANCE REPRESENTATIVE

Miriam Liberatore  
Bureau of Land Management  
3040 Biddle Road  
Medford, OR 97504  
541-618-2412

7. NAME, ADDRESS AND PHONE NO. OF RECIPIENT'S PROJECT MANAGER

8. PROGRAM STATUTORY AUTHORITY See Page 2, Section I.

9. STARTING DATE June 23, 2003

10. EFFECTIVE DATE Date shown in Block 17c.

11. COMPLETION DATE September 30, 2008

12. TYPE OF RECIPIENT (Check one)

- ☐ STATE  
☐ LOCAL GOVERNMENT  
☐ INDIAN TRIBAL GOVERNMENT  
☐ EDUCATIONAL INSTITUTION  
☐ INDIVIDUAL  
☐ FOR-PROFIT ORGANIZATION  
☒ NON-PROFIT ORGANIZATION  
☐ OTHER (SPECIFY)

13. FUNDING INFORMATION

	Recipient	BLM
This obligation	\$ _____	\$ _____
Previous obligation	\$ _____	\$ _____
Total obligation	\$ _____	\$ _____
Share Ratio	_____ %	_____ %

14. ACCOUNTING AND APPROPRIATION DATA Project funds will be obligated by individual task orders.

15. PROJECT TITLE AND BRIEF SUMMARY OF THE PURPOSE AND OBJECTIVES  
YOUTH JOB TRAINING

Provide participants with an opportunity to learn about natural resources management, while providing job training, work experience, and character development through work assignments on actual natural resources management projects on public lands.

16a. NAME AND TITLE OF SIGNER (Type or print)

RICHARD D. O'CONNOR Executive Director

17a. NAME AND TITLE OF ASSISTANCE ORDERING OFFICER (Type or print)

Sherry A. Marshall

16b. RECIPIENT

Richard D. O'Connor  
(Authorized Signature)

16c. DATE SIGNED

5-30-03

17b. UNITED STATES OF AMERICA

BY Sherry A. Marshall  
(Signature of Assistance Officer)

17c. DATE SIGNED

6/10/03

## I. Statement of Joint Objectives

A. Purpose. This cooperative agreement (CA) is made and entered into by the Department of the Interior, Bureau of Land Management (BLM), Oregon State Office, and the Oregon Building Congress (OBC), for the purpose of providing participants with an opportunity to learn about natural resources management, while providing job training, work experience, and character development through work assignments on actual natural resources management projects on public lands.

It is also the purpose of the CA to (1) perform in a cost-effective manner appropriate public land management projects on eligible service lands where such projects will not be performed by existing employees; (2) expose high-school age youth to public service while furthering their understanding and appreciation of the Nation's natural and cultural resources; (3) expand educational opportunities by rewarding individuals who participate in national service with an increased ability to pursue higher education or job training; and (4) stimulate interest among the Nation's young men and women in conservation careers by exposing them to conservation professionals in land managing agencies.

B. Objective. The objective is to (1) establish job training partnerships with qualified non-profit organizations to offer meaningful, full-time, productive summer work for high school students age 16 and above, in a natural or cultural resource setting; (2) give participants a mix of work experience, basic and life skills, education, and training; (3) give students an introduction to and awareness of public land management and construction on public lands; (4) qualify students for future education and training opportunities; and (5) provide participants with the opportunity to develop citizenship values and skills through service to their community and the United States.

The intent is to identify various natural resources management projects, with preference to those projects which (1) will provide long-term benefits to the public; (2) will instill, in the enrollees involved, a work ethic and a sense of public service; (3) will be labor intensive; (4) can be planned and initiated promptly; and (5) will provide academic, experiential, or environmental education opportunities. These could include but are not limited to: earth excavations, fills, and retention structures of limited size and complexity; foundations and small structures of limited size and complexity; enclosures; sediment control; trail and recreation site development and maintenance. Any and all work shall be of a nature that will assist in training, developing and educating selected students in the principles and practices of resource management, conservation, and construction.

## C. Authority.

1. Federal Land Policy and Management Act of 1976 (Public Law 94-579, Section 307 (b) states, "Subject to the provisions of applicable law, the secretary may enter into contracts and cooperative agreements involving the management, protection, development, and sale of public lands."

2. National and Community Service Act of 1990 as amended in 1993 (P.L. 103-82) which allows for the use of qualified Youth or Conservation Corps under any program established by a State or local government, by the governing body of any Indian tribe, or by a nonprofit organization that (a) is capable of offering meaningful, full-time, productive work for individuals between the ages of 16 and 25, inclusive, in a natural or cultural resource setting; (b) give participants a mix of work experience, basic and life skills, education, citizenship values and skills through service to their community and the United States.

3. Secure Rural Schools and Community Self-Determination Act of 2000 (P.L. 106-393) which authorizes the BLM and FS to: 1) Promote the stabilization of payments to the counties to provide funding for schools and roads as a supplement to other available funds 2) Create additional employment opportunities through, projects that improve the maintenance of existing infrastructure, implement stewardship objectives that enhance forest ecosystems and restore and improve land health and water quality 3) Improve cooperative relationships among the people that use and care for Federal Lands and the agencies that manage these lands.

D. Benefits. This CA will support a means of:

1. Providing safe, educational, and valuable job training and development of programs for participants in the OBC.
2. Contributing to projects for the public welfare.
3. Educating, training, and developing selected persons in the principles and practices of resource management and conservation.
4. The BLM recognizes the advantages of using the services provided by cooperating with organizations in the management, development, and protection of the public lands administered by the BLM. Both parties to the CA deem it mutually advantageous that participants in this program broaden and develop the scope of their work experience by providing their services to the BLM.

## II. Definitions.

A. Agreement (CA): This cooperative agreement.

B. Assistance Officer (AO): The BLM's Assistance Officer. The AO is the only individual authorized to obligate funds, award, modify or terminate the agreement or any task order (TO) thereto. The AO is responsible for issuing TOs, monitoring the agreement and TOs for compliance, enforcing the agreement provisions, issuing timely performance and payment approvals, terminating the agreement or any TO thereto and closing out the agreement.

C. Assistance Representative (AR): The BLM's Assistance Representative. The AR will be designated for the purpose of administering the technical aspect of the agreement. The AR is authorized to clarify technical requirements, and to review and approve work which is clearly within the scope of the work specified in this agreement. The AR is not authorized to issue changes or in any other way modify this agreement.

D. The Bureau of Land Management (BLM). May also be referred to as Bureau.

E. The Code of Federal Regulations (CFR).

F. Fiscal Year (FY): The Federal fiscal year which extends from October 1 of one year through September 30 of the following year.

G. The Oregon Building Congress (OBC). May also be referred to as recipient.

H. Crew Supervisor: the Oregon Building Congress' Crew Supervisor.

I. Effective Date: the date of the BLM AO's signature on the Agreement, Task Order (TO), or any modification thereto.

J. Not-to-Exceed (NTE) Amount: The maximum Federal funding amount.

K. The Office of Management and Budget (OMB).

L. Project Inspector (PI): The BLM's project inspector.

M. Project Manager: The recipient's Project Manager.

N. Responsible Official: The recipient's Responsible Official. The responsible official is the individual who is authorized to act for the recipient's organization and commit the recipient to compliance with the terms and conditions of this agreement.

O. Task Order (TO): The order which is issued against the agreement to obligate funds for specific services or work to be accomplished.

P. Assistance Ordering Officer (AOO): The BLM's Assistance Ordering Officer. The AOO is an individual authorized by the AO to issue TOs against this agreement. The AOO is responsible for obligating the funds, monitoring for compliance, enforcing the provisions, issuing timely performance and payment approvals, modifying, terminating, and closing out the TO. The AOO is not authorized to issue changes or in any other way modify this agreement. A Project Inspector may be appointed by the AOO for the TO.

Q. Public Lands: Any land and interest in land owned by the United States within the State of Oregon or any portion of the State of Oregon within a BLM District and administered by the Secretary of Interior through the BLM without regard to how the United States acquired ownership except:

1. Land located on the Outer Continental Shelf, and
2. and held for the benefit of Indians, Aleuts, and Eskimos.

R. Qualified Youth or Conservation Corps: Any program established by a State or local government, by the governing body of any Indian tribe, or by a nonprofit organization that (a) is capable of offering meaningful, full-time, productive work for individuals between the ages of 16 and 25, inclusive, in a natural or cultural resource setting; (b) gives participants a mix of work experience, basic and life skills, education, training, and support services; and (c) provides participants with the opportunity to develop citizenship values and skills through service to their community and the United States.

### III. Project Management Plan.

#### A. The OBC agrees to:

1. Furnish OBC members that are adequately trained, equipped and clothed to perform work on natural resources management projects. OBC students will be provided in appropriate numbers to perform the work agreed upon in the TO to assure continuity of services.
2. Make crews available for eight hours per day, including travel time, or 40 hours per week, including travel time. OBC will notify the AR when the crew cannot make the work assignment. Also, OBC will establish communications with the AR for a day-to-day activities report or update. At the end of a work assignment the OBC will report the accomplishments to the PI.
3. Be responsible for the health and safety of all OBC students.
4. Be responsible for OBC students' housing, feeding (if applicable), and transportation to and from the worksite(s), except where negotiated in TO's.
5. Take full responsibility for supervision of crew OBC students members to assure completion of assigned work projects.
6. Remove any OBC student that both parties agree exhibits unsatisfactory performance or conduct at the work site.
7. Provide District Directors and Crew Supervisors information that the OBC receives from the BLM as to the designation of the work to be performed and the name(s) of the AR(s) and PI(s) (if applicable), under whose guidance and technical direction the work is to be completed.

8. Make available to the BLM personnel, information regarding the policies of OBC. Copies of such policies shall also be made available.
9. Avoid damaging BLM facilities and equipment that is made available for OBC students' use on BLM projects. Repair or replace any property damaged as a result of the use of BLM facilities or equipment (other than normal wear and tear) will be paid for by the OBC and is limited to the extent authorized by the laws of the State of Oregon.
10. Submit Standard Form 424<sup>CSM</sup> with each TO in accordance with Section V, Task Orders.

B. The BLM agrees to:

1. Assign a qualified and experienced AR and PI(s) to provide the guidance and technical direction for the OBC Crew Supervisors on all programs undertaken within the terms of this CA. The AR and/or PI will give specific directions as to what and how project work is to be performed, provide technical advice, make necessary corrections or changes in project design, give final approval of project work before the OBC crews proceed to the next job. The AR shall also notify the Crew Supervisor(s) in the event that the work is not being performed to BLM standards.
2. Provide all specialized tools, equipment, and material necessary to perform the project on TO(s) issued under this CA. Maintain all such specialized equipment in a safe and workable condition.
3. Provide portable toilet facilities at work sites where none is available.
4. Provide payments to the OBC in accordance with Section VII, Financial Support, and Section VIII, Payments, of this agreement and applicable OMB and Treasury Regulations.

C. It is mutually agreed that:

1. The BLM and OBC will meet as often as necessary to identify training and development needs and to review work projects to be accomplished under this CA.
2. This CA in no way restricts the BLM or OBC from participating with other public or private agencies, organizations, and individuals.
3. The specific work to be performed under this CA shall be negotiated by both parties in advance of the issuance of a TO. OBC shall perform no work without a properly signed TO and shall perform only that work which is in accordance with the TO.
4. Any facilities or land resource developments or improvements under this CA shall be and remain the property of the United States.

5. Insofar as the United States is legally authorized to do so, it shall hold OBC harmless from any damages or injury resulting from the work designated under each TO. In so doing, the United States does not intend to, nor does it hold said OBC harmless from any damages or injury arising out of or resulting from any negligent acts or omissions of any employee, nor is this article intended to confer any liability upon the United States Government not presently existing under Federal Law. The United States Government is self insured under the Tort Claims Act, 28 U.S.C. 2671-2680.
6. OBC students placed under this CA are not Federal employees for the purpose of laws administered by the Office of Personnel Management and do not have entitlement to any Federal benefits such as insurance, retirements, and leave. The BLM shall have no responsibility for expenses of any OBC student for which OBC has full and exclusive responsibility.
7. Work performed under this CA shall not displace regular employees, impair contracts for services in existence during the course of the CA, or compete with free labor in the production of goods and services.
8. The BLM may employ OBC students under separate employment authority, with OBC's and with the participant's concurrence, for work of an emergency nature such as firefighting, flood control, or other emergency work (provided they are adequately trained in such work). During the time participants are employed by the BLM, they will not be covered by the terms of this CA. When the BLM emergency employment is terminated, the participants will immediately revert back to coverage under this CA. The BLM will notify OBC promptly of the dates of emergency employment.
9. Nothing herein shall be construed as obligating the parties to expend or exchange funds, but this provision does not limit or restrict such actions when agreed to by the parties involved, contingent upon future allocations of Federal appropriations.

IV. Inspection and Acceptance. The BLM shall either accept or reject completed individual projects within ten days of project completion. In the event of rejection, the BLM shall list the reasons for such rejection and will assist OBC in its efforts to make the rejected project acceptable. If the BLM fails to either accept or reject a tendered completed project within thirty days from the date of tender, the project shall be deemed accepted.

V. Term of Agreement. This agreement shall become effective on the date of signature of the BLM Assistance Officer and shall remain in effect for through FY08, unless terminated in accordance with the provisions of 43 CFR Subpart C, Section 12.84.

VI. Task Orders (TO).

A. Only funded TOs may be issued.

B. Issuance: If any TOs are issued they will be issued in writing by the AO and must be signed by both the authorized Corps official and the AO to be effective.

C. Contents: A TO will contain:

1. The specification or statement of work that will be performed under that specific task order.
2. Any necessary drawings and/or location maps.
3. The delivery schedule or completion time which has been negotiated based on the level of difficulty, site location, etc.
4. A detailed budget submitted on form SF-424A, Budget Information - Nonconstruction Programs with a NTE amount for the task.
5. Any other detail or information necessary.

VII. Financial Support.

A. This agreement shall be funded by issuance of TOs based on the availability of BLM funding. The OBC hereby releases the BLM from all liability due to failure of Congress to appropriate funds for this agreement.

B. Funds obligated for a specific TO but not expended in that FY can be carried forward and expended in the subsequent FY.

C. \$150,000 represents the NTE amount for which the BLM will be responsible under the terms of this agreement over the life of the agreement. Each TO issued will specify the NTE amount for that TO. The BLM shall not be obligated to pay for nor shall the OBC be obligated to perform any effort that will require the expenditure of Federal funds above the NTE amount specified in that TO.

D. The agreed upon fully loaded rate of \$8.00 per student hour rate and \$17.76 per crew leader hour rate is effective only for the period of fiscal year 2003. This amount is not to exceed the maximum living allowance authorized by section 140(a)(3) of the National and Community Service Act of 1990 for participants in a national service program assisted under subtitle C or title I of such Act (P.L. 103-82). The BLM is authorized to pay not more than 75 percent of the costs of any appropriate conservation project pursuant to this title on public lands by a qualified youth or conservation corps. The remaining 25 percent of the costs of such a project may be provided from non-federal sources in the form of funds, services, facilities, materials, equipment or any combination of the foregoing.

E. Cost sharing for this agreement shall be in accordance with 43 CFR, Subpart F, Section 12.923.



VIII. Payments.

A. Financial Management Service's (FMS), Automated Standard Application for Payment (ASAP) System.

1. Payments under this agreement will be made by the United States Department of Treasury, FMS, ASAP system. ASAP is a recipient-initiated, on-line payment and information system for Financial Assistance Agreements. The recipient will request federal funds that are due directly from the Federal Reserve Bank.

2. Recipient enrollment in ASAP is accomplished in one of the two following ways:

a. Recipients *already participating with another Federal agency* need only complete the attached ASAP Participation Request form (see Attachment No. 1) and fax or mail it to the number or address listed on the form.

b. Recipients *not currently enrolled in the ASAP system* should complete the attached ASAP Participation Request form (see Attachment No. 1) and fax or mail it to the number or address listed on the form. The recipient will then receive a Department of Treasury enrollment handbook and enrollment form. The recipient will complete and return those forms to the Department of the Treasury and they will send the recipient the ASAP Passport software along with a CD-ROM tutorial. The Department of Treasury will establish an ASAP Requestor ID for the recipient as well as an Organization Access Code (OAC), User ID, and Password that will serve to segregate the recipient users and their access to certain functions of the on-line system. In addition, the data is encrypted in order to ensure the privacy of the data as it is sent from the user to ASAP.

3. Once the recipient has been assigned an ASAP Requestor ID by the Department of Treasury, the BLM Assistance Officer will create an ASAP Account ID unique to this agreement. The first nine characters will be the agreement number (reference block 1 of agreement cover page, BLM Form 1511-1). The remaining three characters will identify BLM funding line items. Drawdown of funds should be made in fund line item order, beginning with 001.

B. The recipient will be required to complete a Standard Form (SF) 270, Request for Advance or Reimbursement, and backup documentation and mail or fax it to the Assistance Representative at the same time they make an ASAP fund drawdown. *Failure to submit an original SF-270 at time of drawdown may result in the BLM requiring agency review prior to release of funds using the ASAP system.*

C. Drawdowns for advance payments will be made only in amounts necessary to meet current disbursement needs and will be scheduled so that the funds are available only

immediately prior to their disbursement. *If advance payments are drawn the recipient must submit an original Federal Cash Transaction Report, SF 272 to the Assistance Officer 15 working days following the end of each quarter.*

This recipient is subject ☐ Is not subject ☒ To Agency Review for payment requests.

IX. Property Management and Disposition.

A. Any BLM property used or other property acquired under this agreement, including intangible property such as copyrights and patents shall be governed by the provisions of 43 CFR, Subpart F, Section 12.930 through 12.937.

B. Use of Government issued property shall be accomplished with completion of Form DI105 (Receipt for Property) with the signature of the responsible OBC employee. Title to BLM owned property/equipment shall remain vested in the BLM.

C. The United States of America (USDI-BLM) will not be held liable for any property damage or personal injury resulting from the use of the government-owned personal property, loaned to OBC under this CA. OBC assumes responsibility for any and all property damage and personal injury resulting from OBC's use of said personal property, and further agrees to the extent authorized by law to save and hold harmless the United States of America (USDI-BLM) from any and all claims for such property damage and personal injury. OBC further agrees to reimburse the United States of America by and through USDI-BLM for any property damage to any federally owned personal property, less normal wear and tear which may occur through the use of said personal property under this agreement.

X. Deliverables and Reports. Submit one copy of an annual performance report to the Assistance Representative within 90 days after the end of the FY. The performance report must be prepared in accordance with 43 CFR, Subpart F, Section 12.951 and address items such as a comparison of actual accomplishments with established goals, reasons why goals may not have been met, cost overruns and any other pertinent information.

XI. Key Officials.

A. Assistance Officer (AO)

Sherry A. Marshall  
Bureau of Land Management  
Oregon State Office  
P.O. Box 2965  
Portland, OR 97208  
Telephone Number: 503-808-6217

B. Assistance Representative (AR)

Miriam Liberatore  
Bureau of Land Management  
3040 Biddle Road  
Medford OR 97504  
Telephone Number: 541-618-2412

C. Project Inspector (PI)

At the time of award of a TO, a Bureau employee experienced in the specific task will be appointed as the PI. The PI will be responsible for giving OBC's representative special instructions, guidance, or training necessary to complete or perform the work. The PI will not be authorized to issue changes or in any way modify the CA.

D. Responsible Official

Richard D. O'Connor  
Oregon Building Congress  
9450 SW Commerce Circle, Suite 260  
Wilsonville, OR 97070  
Telephone Number: 503- 685-8313

E. Project Manager

At the time of award of a TO, an OBC representative will be designated as the Project Manager for the specific task.

XII. Special Terms and Conditions.

A. Order of Precedence

Any inconsistency in this agreement shall be resolved by giving precedence in the following order: (a) Any national policy requirements and administrative management standards; (b) requirements of the applicable OMB Circulars and Treasury regulations; (c) 43 CFR Part 12; (d) special terms and conditions; (e) all Agreement sections, documents, exhibits, and attachments; and (f) all TO sections, documents, exhibits, and attachments.

## B. Modifications

This agreement may be modified by written agreement signed by both an OBC official and the Assistance Officer. Administrative changes (i.e. AO name change) which do not change the project management plan, NTE amount, etc. or otherwise affect the recipient may be signed unilaterally by the AO.

## C. Procurement Procedures

It is a national policy to place a fair share of purchases with minority business firms. The Department of the Interior is strongly committed to the objectives of this policy and encourages all recipients of its grants and cooperative agreements to take affirmative steps to ensure such fairness. Positive efforts shall be made by recipients to utilize small businesses, minority-owned firms, and women's business enterprises, whenever possible. Recipients of Federal awards shall take all of the following steps to further this goal:

1. Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.
2. Make information on forthcoming opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.
3. Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.
4. Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.
5. Use the services and assistance, as appropriate, of such organizations as the Small Business Development Agency in the solicitation and utilization of small business, minority-owned firms and women's business enterprises.

## D. Deposit of Publications

Two (2) copies of each applicable publication produced under this agreement shall be sent to the Natural Resources Library with a transmittal that identifies the sender and the publication, and states that the publication is intended for deposit in the Natural Resources Library. Publications shall be sent to the following address:

U.S. Department of the Interior  
Natural Resources Library  
Interior Service Center  
Gifts and Exchanges Section  
1849 C Street, N.W.  
Washington, D.C. 20240

E. Officials Not to Benefit

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this agreement, or to any benefit arising from it. However, this clause does not apply to the CA to the extent that this CA is made with a corporation for the corporation's general benefit.

F. Section 621 (a) and (b) of the Treasury, Postal Service and General Government Appropriations Act, 1994.

Section 621. (a) No amount of any grant made by a Federal agency shall be used to finance the acquisition of goods or services (including construction services) unless the recipient of the grant agrees, as a condition for the receipt of such grant, to

(1) specify in any announcement of the awarding of the contract for the procurement of the goods and services involved (including construction services) the amount of Federal funds that will be used to finance the acquisition; and

(2) express the amount announced pursuant to paragraph (1) as a percentage of the total costs of the planned acquisition.

XIII. General Provisions.

A. National Policy Requirements and Administrative Management Standards. All applicable national policy requirements and administrative management standards as set forth in the Office of Management and Budget, Financial Management Division, Directory of Policy Requirements and Administrative Standards for Federal Aid Programs are incorporated by reference.

B. 43 CFR Part 12, Administrative and Audit Requirements and Cost Principles for Assistance Programs is incorporated by reference.

C. OMB Circular A-122, Cost Principles for Nonprofit Organizations is incorporated by reference.

D. 43 Code of Federal Regulations (CFR) Part 12, Appendix A to Subpart D, Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transaction and completed Form DI-2010 are incorporated by reference.

E. 43 CFR Part 12, Appendix C to Subpart D, Certification Regarding Drug-Free Workplace Requirements, Alternate I (Grantees other than individuals) and completed Form DI-2010 are incorporated by reference.

G. 31 U.S.C. 1352, Certification Regarding Lobbying and completed Form DI-2010 are incorporated by reference.

H. Single Audit Act Amendments of 1996, Public Law 104-156, 110 Stat. 1396, 31 U.S.C. 750 1-7 and 43 CFR, Part 12, is incorporated by reference.

I. Compliance With Buy American Act. Pursuant to Sec. 307 of the Department of the Interior and Related Agencies Appropriations Act of 2000, Public Law 106-113, be advised of the following:

1. None of the funds made available in this agreement may be expended by a recipient unless the recipient agrees that in expending the funds the recipient will comply with sections 2 through 4 of the Act of March 3, 1933 (41 U.S.C. 10a-10c; popularly known as the "Buy American Act").

2. Purchase of American-made equipment and products. In the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available in this Act, it is the sense of the Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products.

3. Recipient also agrees to follow the procedures in 43 CFR Part 12, Subpart E, Section 12.700 - Buy American Requirements for Assistance Programs.

J. Opposition to Any Legislation. Recipient shall not use any part of the Government's funds for any activity or the publication or distribution of literature that in any way tends to promote public support or opposition to any legislative proposal on which Congressional action is not complete.

K. Endorsements. Recipient shall not publicize or otherwise circulate, promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies governmental, Departmental, bureau, or government employee endorsement of a product, service, or position which the recipient represents. No release of information relating to this award may state or imply that the Government approves of the recipient's work products, or considers the recipient's work product to be superior to other products or services.

All information submitted for publication or other public releases of information regarding this project shall carry the following disclaimer:

The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government.

Recipient must obtain prior Government approval for any public information releases concerning this award which refer to the Department of the Interior or any bureau or employee (by name or title). The specific text, layout photographs, etc. of the proposed release must be submitted with the request for approval.

A recipient further agrees to include this provision in a subaward to and subrecipient, except for a subaward to a State government, a local government, or to a federally recognized Indian tribal Government.

L. Increasing Seat Belt Use in the United States. Recipients of grants/cooperative agreements and/or sub-awards are encouraged to adopt and enforce on-the-job seat belt use policies and programs for their employees when operating company-owned, rented, or personally owned vehicles. These measures include, but are not limited to, conducting education, awareness, and other appropriate programs for their employees about the importance of wearing seat belts and the consequences of not wearing them.